

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ST. PAUL FIRE & MARINE INSURANCE:
CO.,

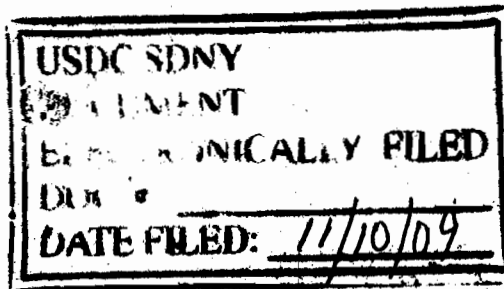
Plaintiff,

-against-

NOVUS INTERNATIONAL, INC.,

Defendant.
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THEODORE H. KATZ, UNITED STATES MAGISTRATE JUDGE.



09 Civ. 1108 (BSJ) (THK)

ORDER

The Court is in receipt of the parties' letters dated October 28, November 2, and November 4, 2009, relating to their disputes about the searches each conducted for electronically stored information ("ESI"). While, of course, it would have been advisable for the parties to confer and agree on search terms and parameters prior to the implementation of their searches, their having failed to do so does not, in and of itself, render the searches that were undertaken inadequate per se. The Court expects the parties to meet and confer in a bona fide effort to address the shortcomings raised about the searches that were done, and to implement in good faith proposals for supplementation.

St. Paul's agreement, set forth in its November 4th letter (page 3, paragraph 4), is a good beginning. Novus must reciprocate. While Novus is not obligated to accept St. Paul's proposal wholesale, an effort must be made to reach an acceptable compromise. This Court is extremely reluctant to get involved in

the specifics of the searches, and no court should have to do so if parties are cooperating and acting reasonably. However, the Court is prepared to address discrete, critical issues that the parties are unable to resolve.

In order to avoid any undue delay, the parties are to submit a report to the Court by November 20th, either indicating that they have reached an agreement on how to move forward with supplementing their searches, or itemizing the issues that remain in dispute, with each party's position on each dispute set forth in single respective paragraphs.

So Ordered.


THEODORE H. KATZ
UNITED STATES MAGISTRATE JUDGE

Dated: November 10, 2009
New York, New York